



REQUEST FOR PROPOSAL – COVER SHEET
TITLE: Scientific Translation and Editing Services
DATE OF RFP: February 7th, 2014

Contracting Officer: Karine Chretien	Telephone: (613) 773-7606 Facsimile: (613) 773-7615
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ADDRESS FOR PROPOSAL DELIVERY:

Email Submissions:
Karine.Chretien@inspection.gc.ca

Mail Submission:
Canadian Food Inspection Agency
Bid Receipt Office
1400 Merivale Road
Ottawa, Ontario K1A 0Y9

Attention: National Procurement & Contracting Service Centre (NPCSC) Ref. No K0180

Note: If bid is delivered in person, the Shipping and Receiving Unit is accessible to the loading dock behind Tower 2.

Solicitation closes at: 14:00 hours local time (Ottawa, Ontario)
On: March 17th, 2014

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.

- This Request For Proposal consists of the following:**
- i. This cover page;
 - ii. Section: 1 RFP Terms and Conditions;
 - iii. Section: 2 Selection Methodology;
 - iv. Section: 3 Statement of Work
 - v. Section: 4 Financial Proposal;
 - vi. Section: 5 Contract Terms and Conditions.

Contracting Authority:


 Signature

Feb 6th, 2014
 Date

Name and address of the Bidder

Telephone number: _____ **Fax number:** _____

Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.

 Signature

 Date



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SECTION 1

RFP TERMS AND CONDITIONS

1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to seek proposals for scientific translation and editing services.

2.0 REVISION OF THE DEPARTMENTAL NAME

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

3.0 PROPOSALS DELIVERY INSTRUCTIONS

The proposals **must be received** at the address on the cover date **by the time and date indicated**.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will be returned unopened.

It is imperative and mandatory that the Bidder use a double sealed envelope system when submitting the bid.

The envelopes containing the proposals must be properly sealed and identified with the Bidder's name, return address, the RFP reference number (in large bold print) and the RFP closing date and time.

The Bidder sending proposals by courier are asked to include the RFP reference number on the mailing address label of the courier envelope.

4.0 BID FORMAT

Proposals submitted in response to this RFP must be accompanied with a signed original of the bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.

5.0 LOWEST BID

The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.

6.0 VALIDITY OF BID

Bids will remain open for acceptance for a period of not less than **120 days** from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.

7.0 LANGUAGE

Bid documents and supporting information may be submitted in either English or French.

8.0 APPLICABLE LAW

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as **CONFIDENTIAL**.

10.0 PROPOSAL PREPARATION INSTRUCTIONS

It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in three (3) separate sections as follows:

Technical Proposal (4 hard copies or 1 soft copy) "with no reference to price"

Financial Proposal (1 hard copy or 1 soft copy)

Certifications (3 hard copies or 1 soft copy)

10.1 PREPARATION OF TECHNICAL PROPOSAL

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology in section 3.



10.2 PREPARATION OF FINANCIAL PROPOSAL

Costs shall not appear in any other area of the proposal except in the Financial Proposal section.

This section of the proposal shall include a cost summary of the services required as detailed in section 4. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 ENQUIRIES – SOLICITATION STAGE

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

Enquiries must be in writing.

Enquiries must be received prior to 14:00 hours, Ottawa time, **7 days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency
Procurement and Contracting Service Centre
59 Camelot Drive
Ottawa ON K1A 0Y9

Attention: Karine Chrétien
Telephone: (613) 773-7606
Fax: (613) 773-7615
E-Mail: Karine.Chretien@inspection.gc.ca

13.0 PROPOSAL AND PRE-AWARD COST

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

No cost incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

14.0 PROCUREMENT BUSINESS NUMBER

For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada revenue Agency Business Number.

All Canadian suppliers are required to have a PBN prior to contract award in order to receive a CFIA contract. In exceptional circumstances, CFIA may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.

Suppliers may register for a PBN in the Supplier Registration Information (SRI) service online at the Contracts Canada internet site at: <http://contractscanada.gc.ca>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, contact the Contracts Canada Info Line at 1-800-811-1148 or (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

15.0 PRICE SUPPORT

The CFIA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, as determined by CFIA at the time of the request:

- a) Current published price list;
- b) paid invoices for like items (like quality and quantity) sold to other customers;
- c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.



16.0 RIGHTS OF THE CFIA-ACIA

16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:

- a) Without any cost to CFIA, submit questions or conduct interviews to seek clarification or verify any or all information provided by the Bidder with respect to the RFP. The CFIA will provide 48 hours to allow Bidders to respond.
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with one or more Bidders or any or all aspects of its proposal;
- d) Accept any proposal in whole or in part without prior negotiation;
- e) Cancel and/or re-issue this RFP at any time;
- f) Award one or more contracts, if applicable;
- g) Retain all proposals submitted in response to this RFP;
- h) Not accept any deviations from the stated terms and conditions;
- i) Incorporate all or any portion of the Statement of Work, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING RECOURSE IS PRESENT:

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
 - i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
 - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
 - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
 - iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

17.0 FINANCIAL STATEMENTS

In order to confirm a Bidder's financial capability to perform the subject requirement, the CFIA reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.

Should the Bidder provide the requested information to the CFIA in confidence while indicating that the disclosed information is confidential, then the CFIA will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

18.0 AMENDMENT

No amendments to this RFP shall be deemed valid unless effected by a written amendment issued by the CFIA.

19.0 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work to the fulfillment of this requirement.



If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from said person (or the employer of said person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

19.1 WORK FORCE REDUCTION PROGRAMS

As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- b) Terms and conditions of the lump sum payment incentive (including termination date);
- c) Rate of pay on which the lump sum payment was based;
- d) Whether or not the \$5,000 exemption has been reached.

In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after beginning the contract.

This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax and of Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

For the purpose of this solicitation, former public servants are defined as:

- a) An individual
- b) An individual who is incorporated
- c) A partnership made up of former public servants, or
- d) A sole proprietorship or entity where the affected individual has a major interest in the entity.

20.0 STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from such person (or the employer of such person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal for further consideration.

20.1 FORMER FEDERAL PUBLIC SERVANTS

The Bidder must identify all individuals, officers and employees assigned to the bid/proposal that are former federal public servants in receipt of a pension of any department or agency of the Public Service of Canada.

21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

The Bidder hereby certifies that all of the information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be accurate.

Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described therein.

Should a verification by CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from RFP as being in default and terminate it accordingly.

22.0 INDEPENDENT SERVICES

It is understood and agreed that the personnel which will be provided to perform the services set forth in the proposal are and will remain the Bidder's employees or resources providing independent services to the Agency and nothing in this RFP shall be read or construed as constituting such personnel as employees or servants of the Agency.



23.0 SUBSTANTIATION OF ALLEGATIONS

The CFIA reserves the right to ask the Bidder to substantiate any claims made in the proposal.

The CFIA reserves the right to verify any allegations or substantiations and to declare the bid non-responsive for any of the following reasons:

- a) Unverifiable or untrue statements;
- b) Unavailability of any person(s) proposed on whose statement of education and experience the CFIA relied upon in determining the successful bidder.

24.0 SECURITY REQUIREMENTS

This Security Clearance is required at Bid closing – See cover page for the closing date.

Security Clearance:

Reliability: X	Confidential:	Secret:	Top Secret:	Other:
File number, name and date of birth:				

All resources used under any resulting contract must possess a valid Federal Government security clearance at the level “Reliability”

An electronic version of a Security Clearance application is available at the following Treasury Board Secretariat website: http://www.tbs-sct.gc.ca/tbsf-fsct/tbsf-fsct_e.asp#security

For Reliability clearance please fill in the “Personnel Screening, Consent and Authorization Form” (TBS/SCT 330-23e). For all other clearances, please fill in the “Personnel Screening, Consent and Authorization Form” (TBS/SCT 330-23e) and “Security Clearance Form” (TBS/SCT 330-60e)

25.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity “FCP Limited Eligibility to Bid” list

(http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml)

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

26.0 CONFLICT OF INTEREST

CFIA has employed the assistance of private sector Bidders in the preparation of this solicitation. Responses to this solicitation from any such bidders or with respect to which such bidders is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.



SECTION 2
SELECTION METHODOLOGY
TECHNICAL EVALUATION

1.0 TECHNICAL PROPOSAL

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein.

1.1 MANDATORY EVALUATION CRITERIA:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

1.2 POINT RATED EVALUATION CRITERIA:

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (months and years) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

1.3 CERTIFICATIONS:

Bidders must submit the certifications specified in Section 1 of this RFP with their proposal or within two calendar days of a request by the CFIA. Demonstration of compliance with all items in Section 1 is mandatory prior to the issuance of any resulting contract. If the bidder does not provide any required information within the time limit requested, their proposal will be considered non-responsive and will receive no further consideration.

Compliance with the certifications the Bidder provides to Canada is subject to verification by CFIA during the proposal evaluation period (prior to contract awarded) and after contract award. The Contracting Authority shall have the right to ask for additional information to verify the Bidder's compliance to the applicable certification made knowingly, or any failure to comply with certifications or comply with request of the Contracting Authority for additional information will render the proposal non-responsive.

1.4 BIDDER CLARIFICATIONS:

The Bidder warrants that clarifications shall be made available upon request within two calendar days of a request by the CFIA. If the bidder does not provide any required information within the time limit requested, its proposal will be considered non-responsive and will receive no further consideration.

2.0 EVALUATION CRITERIA

Bidders should use the main headings below under the Mandatory Evaluation Criteria and Point Rated Evaluation Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.



3.0 MANDATORY EVALUATION CRITERIA

The mandatory evaluation criteria of this RFP are:

	MANDATORY EVALUATION CRITERIA	Reference to proposal
M1	<p>The bidder must demonstrate that it has provided English-to-French AND/OR French-to-English translation services for a period of at least thirty-six (36) months since January 2007, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.</p> <p>To demonstrate the experience acquired, the bidder must provide the following information in its bid regarding each client organization:</p> <ul style="list-style-type: none"> a) the name of the client organization that received the translation services and the name and current telephone number and/or email address of a contact in the client organization; and b) a description of the translation services provided, clearly indicating: <ul style="list-style-type: none"> i. the period during which the translation services were provided, i.e. from (month/year) to (month/year); ii. the nature of the documents translated; iii. the specialized field; and iv. the source and target languages. 	
M2	<p>The bidder must demonstrate that it has provided editing services, in both official languages of Canada, for a period of at least thirty-six (36) months since January 2007, on documents containing scientific, medical and disease terminology containing names of diseases or pests, etc. in a Federal/Provincial Government environment.</p> <p>To demonstrate the experience acquired, the bidder must provide the following information in its bid regarding each client organization:</p> <ul style="list-style-type: none"> a) the name of the client organization that received the translation services and the name and current telephone number and/or email address of a contact in the client organization; and b) a description of the translation services provided, clearly indicating: <ul style="list-style-type: none"> i. the period during which the translation services were provided, i.e. from (month/year) to (month/year); ii. the nature of the documents translated; iii. the specialized field; and iv. the document language(s). 	



<p>M3</p>	<p>The bidder must submit an up to date resume of each resource including education and work on relevant projects;</p> <p>To demonstrate that the Bidder has the qualified resources as described in Appendix 1 to Annex A – Statement of Work, the Bidder must provide a list of at least three (3) different translators* for the set of specialties described in MTC 1 for English-to-French translation and at least one (1) translator* in one of the specialties described in MTC 1 for French-to-English translation, and provide the information specified below.</p> <p>*The same translator may be proposed for more than one (1) specialty and, if applicable, for more than one (1) stream.</p> <p>For each proposed individual, the Bidder must indicate at least:</p> <ul style="list-style-type: none"> - the individual's education;. - the daily translation production capacity in the target language for which the translator is proposed (English or French);. - the specialty(ies) of the translated texts;. - the period (from month/year to month/year) during which and the length of time (number of months) the translation services were provided; and. - the name of the client organization and the name and current email address and/or telephone number of a contact who would be able to confirm the information provided by the Bidder. 	
<p>M4</p>	<p>The Bidder must provide the name of three (3) qualified editors as described in Appendix 1 to Annex A – Statement of Work: at least one (1) editor for English texts and at least one (1) editor for French texts. In addition, the Bidder must provide the name of one (1) backup editor, in accordance with clause 12.3 of Annex A – Statement of Work. The group of proposed editors must cover the specialties described in MTC 1.</p>	
<p>M5</p>	<p>The editors identified in M4 are certified members in good standing of a Canadian professional association of translators or the Canadian Translators, Terminologists and Interpreters Council (CTTIC) and/or have an undergraduate degree (or higher) in translation, literature, language training, communications or a related discipline from a recognized Canadian university.*</p> <p>* In a case where studies were completed in an institution outside Canada, only the Canadian equivalent granted by an institution accredited for ascertaining Canadian equivalencies will be accepted. These institutions include the credential assessment services of the federal and provincial governments, the international Credential Assessment Service of Canada, and others identified on the Citizenship and Immigration Canada website as recognized credential assessment services comparing degrees and diplomas to Canadian standards: http://cicic.ca/415/credential-assessment-services.canada</p> <p>Proof of certification must be demonstrated by providing a copy of the 2013 annual membership card for the proposed editors, and verifications may be conducted by Canada to ensure good standing, as indicated in the certification criteria.** Canada may verify this certification using its own resources.</p> <p>**The proof to be provided is to correspond with the applicable qualifications listed above.</p>	
<p>M6</p>	<p>The Bidder must provide the name and resume of one (1) co-ordinator and one (1) backup co-ordinator in accordance with clause 12.1 of Annex A – Statement of Work.</p> <p>The Bidder must also provide a reference letter from a previous client certifying that the proposed coordinator is fluent in both official languages.</p>	
<p>M7</p>	<p>The proposed resources must hold a valid RELIABILITY screening, granted or approved by CIISD at the date and time of proposal submission. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid DUPLICATE security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.</p> <p>A copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required.</p>	



4.0 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain an overall minimum pass mark of 60 points out of a maximum of 100 points in order to be considered responsive.

POINT RATED EVALUATION CRITERIA	RATING GUIDE	REFERENCE TO PROPOSAL
<p>R1 Translation Job Tracking Procedures</p> <p>The Bidder’s translation job tracking procedures for ensuring all of the following steps are completed on time:</p> <ol style="list-style-type: none"> 1. initial processing of the translation request; 2. assignment of the translation request to the translator; 3. the process followed by the Bidder to provide quality assurance of translations; and 4. delivery of the completed translation request to the client in the time allotted. <p>The Bidder’s bid should provide a detailed explanation of its translation job tracking procedures to meet the four (4) subcriteria in R1.</p>	<p>Points will be awarded as follows:</p> <p>a) Procedures clearly defined for each step in the process = 10 points</p> <p>b) A coordinator tracks translations at each step Points will be awarded as follows: in the process = 10 points</p> <p>c) Electronic tracking at each step in the process using one of the following options:</p> <ul style="list-style-type: none"> - Simple electronic tracking system using a spreadsheet (e.g., Excel) = 10 points <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> - Electronic tracking system using a project planning and management system (e.g., MS Project) = 20 points <p>Maximum 40 points</p>	
<p>R2 Verification of References</p> <p>The Bidder have provided a reference contact for each of the demonstrated projects submitted in response to M1 and M2.</p> <p>Reference contacts must be available to the CFIA evaluation committee, in order to respond to questions as outlined below.</p> <p><u>The CFIA will select two (2) of the provided reference contact for the purpose of this evaluation. Thirty (30) points will be allocated for each of the two references, to a maximum of sixty (60) points.</u></p> <p>Note: Failure of the CFIA evaluation committee to contact and receive responses from the Bidders provided contacts will result in the bid receiving zero points in the point rated evaluation.</p>	<p>Reference questions:</p> <ol style="list-style-type: none"> 1) Did the Bidder perform the stated work within the stated time period? 2) Did the vendor complete the work requested in the time allotted? 3) Did the vendor’s work otherwise meet your requirements? 4) If there were problems, did the vendor have an effective problem resolution system? 5) Would you use the vendor’s services again? <p><u>For each question,</u></p> <p><u>Yes = 6</u></p> <p><u>Somewhat = 3</u></p> <p><u>No = 0</u></p> <p><u>Maximum 60 Points</u></p>	
<p>GRAND TOTAL POINTS:</p> <p>Max: 100</p>		

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP;
- b) an overall minimum pass mark of 60 out of a maximum of 100 points;

Selection of the successful bidder for each position shall be determined on the ratio of technical merit 60% and cost 40% to determine the best value.

The highest technically scored proposal is allocated the maximum points of 60 and the other technical proposals are prorated accordingly. The lowest priced technically responsive proposal is allocated the maximum points of 40 and the other technically responsive proposals are prorated accordingly. The Bidder with the most point (technical merit and cost) is considered as the proposal representing the best value.



[The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.]

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%) - <u>EXAMPLE</u>				
Bidder :		Bidder A Resource	Bidder B Resource	Bidder C Resource
Overall Technical Score(out of 60)		55	48	45
Bid Evaluated Price		\$60.00	\$55.00	\$50.00
Calculations	Technical Merit Points (out of 60)	Price Points (out of 40)		Total Score
Bidder A	55	$((\$50^* - \$60^{**})/\$50^*) + 1 = 0.8$ $0.8 \times 40^{***} = 32$		87 points Winner
Bidder B	48	$((\$50^* - \$55^{**})/\$50^*) + 1 = 0.9$ $0.9 \times 40^{***} = 36$		84 points
Bidder C	45	$((\$50^* - \$50^{**})/\$50^*) + 1 = 1$ $1 \times 40^{***} = 40$		85 points

* the lowest evaluated price (bidder C in this example)

** the respective bidders own bid price

*** the maximum price points available



6.0 REFERENCE PAGE - EXAMPLE

The bidder must provide the page number for all criteria, example as follows:

MANDATORY CRITERIA

Page number in proposal

-
-
-
-
-

POINT RATED CRITERIA

Page number in proposal

-
-
-
-
-
-
-
-
-
-



SECTION 3 STATEMENT OF WORK

1.0 TITLE

Scientific Translation, Editing and Text Amendment Services.

2.0 CONTEXT

2.1 The Canadian Food Inspection Agency (CFIA) is dedicated to safeguarding food, animals and plants, which contributes to a safe and accessible food supply and plant and animal resource base, thereby enhancing the health and well-being of Canada's people, environment and economy.

2.2 The Agency works with its partners to implement food safety measures; manage food, animal and plant risks and emergencies; and promote the development of food safety and disease control systems to maintain the safety of Canada's high-quality agriculture, aquaculture and fisheries, and agri-food products.

2.2.1 The Food Program develops and delivers programs and services designed to protect Canadians from preventable food safety hazards, to ensure that food safety emergencies are effectively managed; that the public is aware of, and contributes to, food safety; and that consumers and the marketplace are protected from unfair practices. Canada's food safety requirements apply equally to the domestic and imported food sectors.

2.2.2 The Animal Health Program exists to minimize risks to Canada's terrestrial and aquatic animal resource base, and to ensure the safety of animal feeds, animal products and animal vaccines (veterinary biologics), which are integral to a safe and accessible food supply as well as to public health. The program achieves its objectives by protecting Canada's animals, including aquatic animals, from disease; managing animal disease incidents and emergencies; promoting and regulating animal welfare; verifying that animal feeds and vaccines are safe and efficacious; and guarding against deliberate threats to Canada's animal resource base.

2.2.3 The Plant Program contributes to food safety and security by preventing the introduction and spread of pests that could damage Canadian production and the income of Canadian producers; verifying Canadian farmers have access to safe and effective agricultural inputs that will support their needs as well as environmental sustainability; fostering innovation through protection of intellectual property; and maintaining the reputation of Canadian agricultural products in the global marketplace as being high-quality, pest free, safe and competitively priced.

2.3 The CFIA achieves its objectives by promoting awareness of its food, animal health, and plant programs through public campaigns. The CFIA aims to mitigate risks to public health associated with diseases and other health hazards in the food supply system and to manage food safety emergencies engagement and verification of compliance by industry with standards and science-based regulations.

2.4 Numerous scientific documents, correspondence, procedural manuals and directives relating to terrestrial and aquatic animals, plant programs and food safety are posted on the Web and are provided as reference materials to other government agencies and clients/industry.

3.0 NATURE OF TEXTS FOR TRANSLATION, EDITING AND AMENDMENT

3.1 Stream I – General, Administrative and Semi-Specialized Texts

3.1.1 Stream I represents 15% of the total anticipated volume of work

3.1.2 Text length and processing deadlines may vary. Stream I texts are in the Administration and Management (ADM) specialty (Source: Descriptive Guide to Specialty Codes established by Public Works and Government Services Canada's Translation Bureau).

3.1.3 The following are examples of texts to be translated from English to French or from French to English and of texts to be revised and/or amended in English and in French:

- correspondence such as letters
- meeting minutes or reports



- office announcements
- presentations
- communications tools such as brochures and fact sheets.

3.2 Stream II – Specialized Texts of Medium to High Complexity

3.2.1 Stream II represents 85% of the total anticipated volume of work

3.2.2 Text length and processing deadlines may vary. Most of the Stream II specialized texts are in the following four (4) specialties (Source: Descriptive Guide to Specialty Codes established by Public Works and Government Services Canada's Translation Bureau):

- Agriculture and Agri-Food (AGR)
- Fisheries and Aquaculture (AQU)
- Environment and Ecology (BIO)
- Industries: Food Industry (IND 10) and Wood Industry (IND 30).

3.2.3 The following are examples of texts to be translated from English to French or from French to English and of texts to be revised and/or amended in English and in French:

- technical guidance such as inspection manuals, technical standards (e.g. scientific methodology, containment, testing, biosecurity)
- regulatory guidance such as policy directives, trade memoranda, consultation documents, risk management decisions
- various reports, including responses to audits and evaluations, parliamentary studies
- presentations
- communications tools, such as brochures, fact sheets, press releases, newsletters, backgrounders
- Notices of Submission for pre-market evaluations of biotechnology products
- other technical or scientific documents such as statements of work and research publications.

Samples of publications may be obtained by visiting the Canadian Food Inspection Agency's website at <http://www.inspection.gc.ca>. In particular, scientific and technical documents can be accessed through the website Guidance Document Repository.

4.0 DESCRIPTION AND SCOPE OF WORK

4.1 Stream I – General, Administrative and Semi-Specialized Texts

4.1.1 Services

The Contractor must provide, on an as-and-when-requested basis, by the prescribed deadlines, the following services for which the Contractor will have received a translation/editing request as described in the Contract under clause 1.2:

a. Translation services

English-to-French and French-to-English translation services, which must meet the criteria set out in article 8.0 and which include actual translation, editing, in-depth comparison of the translation with the original text and correction of the form and content of the translation. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

Quality assurance and text revision are required for all work prior to delivery to the client and must be performed by a translator who did not translate the original text.

b. Editing services

Editing services for texts already translated from English to French and from French to English by the Canadian Food Inspection Agency or a third party, as required in the translation/editing request provided by the Project Authority.

c. Amendment services

English-to-French and French-to-English translation services for documents that are amended during the translation process or for which a first translation has been produced, by the Contractor or a third party, as required in the translation/editing request provided by the Project Authority. If the changes are not indicated, the Contractor shall compare the old



and new versions of the text to identify these changes, indicating them clearly to the Project Authority.

Documents may have been processed by a translation memory application and thus include portions that have already been translated.

d. Translation, editing and amendment services for urgent texts

Translation, editing and amendment services for urgent texts to be delivered the same day within a few hours, OR 48 hours following receipt of the translation/editing request, whether on working days, or after hours OR for work that exceeds a translator's daily production capacity of 1,500 words for translation and 3,500 words for editing, as required in the translation/editing request provided by the Project Authority. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

4.2 Stream II – Specialized Texts of Medium to High Complexity

4.2.1 Services

The Contractor must provide, on an as-and-when-requested basis, by the prescribed deadlines, the following services for which the Contractor will have received a translation/editing request, as described in the Contract under clause 1.2:

a. Translation services

English-to-French and French-to-English translation services (which must meet the criteria set out in article 8), which include actual translation, editing, in-depth comparison of the translation with the original text and correction of the form and content of the translation. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

Quality assurance and text revision are required for all work prior to delivery to the client and must be performed by a person who did not translate the original text.

b. Editing services

Editing services for texts already translated from English to French and from French to English by the Canadian Food Inspection Agency or a third party, as required in the translation/editing request provided by the Project Authority.

c. Amendment services

English-to-French and French-to-English translation services for documents that are amended and for which a first translation has been produced, by the Contractor or a third party, as required in the translation/editing request provided by the Program Project Authority. If the changes are not indicated, the Contractor shall compare the old and new versions of the text to identify these changes, indicating them clearly to the Project Authority.

Documents may have been processed by a translation memory application and thus include portions that have already been translated.

d. Translation, editing and amendment services for urgent texts

Translation, editing and amendment services for urgent texts to be delivered the same day within a few hours, OR 48 hours following receipt of the task authorization, at the latest, OR for work that exceeds a translator's daily production capacity of 1,500 words for translation and 3,500 words for editing, as required in the translation/editing request provided by the Project Authority. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

5.0 DEFINITIONS

5.1 Working day

For the purposes of this contract, "working day" means the period between 8:00 a.m. and 5:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday through Friday, except federal statutory holidays.

5.2 After hours

For the purposes of this contract, "after hours" means the period between 5:00 p.m. and 9:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday through Friday.



5.3 Urgent work

For the purposes of this contract, “urgent work” means all translation, editing and translation of amended texts to be delivered the same day within a few hours, OR within 48 hours of receipt of the translation/editing request, at the latest, whether on working days, or after hours, OR work that exceeds a translator’s daily production capacity of 1,500 words for translation and 3,500 words for editing.

6.0 DAILY PRODUCTION CAPACITY

6.1 Stream I – General, Administrative and Semi-Specialized Texts

6.1.1 The daily capacity is the number of words per calendar day that the Contractor is able to process when work is assigned to it under the Contract.

6.1.2 The Contractor shall provide translation services at a rate of approximately 12,500 words per working day including the receipt of the texts to be translated, quality control and work delivery.

6.1.3 The volume requested is not guaranteed and may vary depending on the operational requirements of the Project Authority.

6.1.4 Familiarization period

During the initial familiarization period of three (3) months from the award date, the Contractor shall provide as-and-when-requested translation, editing and amendment services at a rate of 9,000 words per working day and 500 words per day of rest or statutory holiday, including receipt of the texts for translation and delivery. At the end of this familiarization period (no later than the beginning of the fourth month of the Contract), the provisions of clause 6.2 of this annex apply instead.

6.2 Stream II – Specialized Texts of Medium to High Complexity

6.2.1 The daily capacity is the number of words per calendar day that the Contractor is able to process when work is assigned to it under the Contract.

6.2.2 The Contractor shall provide translation services at a rate of approximately 9,000 words per working day and 1,500 words per day of rest and statutory holiday, including the receipt of the texts to be translated, quality control and work delivery.

6.2.3 The volume requested is not guaranteed and may vary depending on the operational requirements of the Project Authority.

6.2.4 Familiarization period

During the initial familiarization period of three (3) months from the award date, the Contractor shall provide as-and-when-requested translation, editing and amendment services at a rate of 3,000 words per working day and 500 words per day of rest or statutory holiday, including pickup of the texts for translation and delivery. At the end of this familiarization period (no later than the beginning of the fourth month of the Contract), the provisions of clause 6.2 of this annex apply instead.

7.0 DOCUMENTATION AND TERMINOLOGY

7.1 Each of the three Program Project Authorities (Food, Animal Health and Plant) will provide documentation and terminology reference sources, whenever available. These sources could be glossaries or texts produced by a translation memory application.

7.2 The Contractor shall contribute to the Project’s terminology collection by submitting on a monthly basis, with the translation concerned, a list of terms and expressions not found in common references and terminology banks in a format or software chosen by any of the Program Project Authorities.

8.0 LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY

The work delivered under this contract shall meet the following quality criteria and must be deemed to be satisfactory by the Program Project Authority.

8.1 The Contractor shall translate the texts in a style that exactly matches the nature and end use of the message to be translated. The Contractor shall follow the rules set out in the *Guide du rédacteur* and *The Canadian Style*. (The electronic versions, which are the most current, of these publications are found under “Writing Tools” on TERMIUM Plus, Public Works and Government Services Canada.)



- 8.2 The translations must be an exact rendering of the original text (source text) in the target language. They shall respect the spelling, grammar, syntax and usage of the target language; take the tone, style and terminology used by the author into consideration; and ensure that the message is understandable, which means clear, concise and tailored to the end user.
- 8.3 The Contractor shall ensure that the work contains standardized, consistent terminology when the services of more than one translator are used, and shall meet the work submission deadline.
- 8.4 The Contractor shall deliver the texts by the agreed date and time.
- 8.5 The Contractor shall make no more than two (2) minor errors* per 400-word section and no major errors,** and shall submit the translated texts using the same software and format as the original text in an appropriate, uniform style with consistent, accurate terminology that will not require any changes.

* For the purposes of this contract, a minor error is defined as a punctuation or typographical error.

** For the purposes of this contract, a major error includes the following:

a. ACCURACY

- i. mistranslation
- ii. shift in meaning
- iii. omission
- iv. addition
- v. ambiguity
- vi. illogical rendering
- vii. lack of clarity
- viii. improper use of terminology.

b. LANGUAGE

- i. syntax (improper sentence structure)
- ii. calque (expression from one language adopted by another in a more or less literally translated form)
- iii. under/over translation
- iv. incorrect use of prepositions, conjunctions, adverbs, pronouns
- v. grammar (lack of agreement, improper verb use)
- vi. usage, including the following:
 1. faulty usage
 2. Gallicisms (words or phrases borrowed from French)
 3. incorrect collocation
 4. substandard usage (language error where a non-standard or an incorrect word is used)
 5. improper choice of words or expressions
- vii. typography (failure to comply with typographical conventions, punctuation and capitalization rules; typos, errors in figures).

c. STYLE AND ADAPTATION

- i. awkward rendering
- ii. poor formulation
- iii. word-for-word translation
- iv. unidiomatic rendering (whose meaning does not follow from the meaning of the individual words of which it is composed)
- v. incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language

d. OFFICIAL TITLES AND TERMINOLOGY

- i. incorrect use of official titles
- ii. incorrect use of acronyms
- iii. incorrect use of terminology
- iv. failure to follow client usage
- v. lack of consistency

e. FORMATTING



Problems concerning the following:

- i. layout
- ii. alignment of paragraphs and headings
- iii. the translation does not mirror the original of any of the following: tables, charts, table of contents, bibliography
- iv. hypertext links are incorrect
- v. consistency.

9.0 OFFICIAL LANGUAGES

9.1 The delivery of services under this contract shall be carried out in the two official languages of Canada. The Contractor, its coordinator(s) and the translation resources shall be able to communicate orally and in writing with the client in the two official languages of Canada. The editing resources shall be able to communicate orally and in writing with the client in the language required although ability to communicate orally and in writing in both official languages of Canada will be considered an asset.

10.0 SOFTWARE AND LAYOUT

- 10.1** The Contractor shall be able to use all the applications listed below on an IBM-compatible system at all times during the period of the Contract.
- 10.2** The documents shall be submitted in the software used to produce the original documents, such as:
- MS Office 2010 (MS Word; MS Power Point; MS Excel; MS Visio) or subsequent versions, as specified by the Program Project Authority in the translation/editing request. If the Program Project Authority is using a more recent version of the software applications listed above, the Contractor shall obtain the required version, at its own expense, within two (2) weeks and familiarize itself with the features of the new version.
- 10.3** The Contractor shall also use virus detection and elimination systems. The Contractor shall take the necessary steps to deliver these texts using virus-free electronic media or methods.
- 10.4** It is strongly recommended, but not mandatory, that the Contractor purchase a recognized translation memory application and use it on a regular basis.
- 10.5** The Contractor agrees to purchase any new application that may be required within four (4) weeks of the Program Project Authority's request.
- 10.6** The Contractor shall have Internet access for receiving and sending texts.
- 10.7** The electronic transmission of documents with a security classification between Canada and the Contractor shall be carried out using encryption software approved by Canada.
- 10.8** The Contractor shall assume responsibility for all equipment, hardware, supplies, services, software and any work tools and instruments that are necessary to perform the work.

11.0 WORD COUNT

A "word" is defined as a contiguous series of characters, including numbers. The Contractor shall use the original document's word-processing application to determine the number of words contained in the document. For editing and amendment services, the number of words will be determined and converted into a number of hours using a conversion rate of 500 words per hour.

The Program Project Authority reserves the right to make any checks that he or she deems necessary to verify the accuracy of the word count or number of hours provided and to correct it if necessary. Any dispute shall be settled before the work is started.

12.0 CONTRACTOR'S TEAM

12.1 Coordinators

The Contractor shall provide the services of coordinators, as described in article 14.0 of the Contract. The role of the co-ordinators is to manage translation/editing requests sent by any of the three (3) Program Project Authorities, which includes the delivery of the work by the agreed deadlines in the required format and all communications related to the work. The co-ordinator is also responsible for information requests related to a particular document and for sending them to the appropriate Program Project Authority as identified in the translation/editing request.

12.2 Stream I – General, Administrative and Semi-Specialized Texts

12.2.1 Translators



The Contractor shall provide the services of at least two (2) qualified translators, as set out in Appendix 1 to Annex A1 – Statement of Work, for the set of two (2) specialties mentioned in clause 3.1 concerning English-to-French translation and at least one (1) translator for one of the two (2) specialties mentioned in clause 3.1 for French-to-English translation, in order to manage the volume and type of work specified in articles 3.0, 4.0, 6.0 and 8.0 respectively.

Refer to Appendix 1 of the Annex for the qualifications and experience required of the Contractor's translators who will be involved in the work referred to in this Statement of Work.

A translator may also act in the capacity of a reviser, provided that different resources are used to carry out the translation and/or editing of the same document.

12.2.2 Editors

The Contractor shall provide the services of three (3) qualified editors, as set out in Appendix 1 to Annex – Statement of Work, including at least one (1) editor for English texts and one (1) editor for French texts. In addition, the Contractor shall provide the name of one (1) backup editor, for the set of four (4) specialties mentioned in clause 3.1 for English or French to manage the volume and type of work specified in articles 3.0, 4.0, 6.0 and 8.0 respectively, and to ensure the quality control of translated texts. Quality control includes an in-depth comparison of the translation with the original text and correction of both the form and the substance of the translation.

Quality assurance is required for all work before it is delivered to the client.

Refer to Appendix 1 of the Annex for the skills and experience required of the Contractor's editors who will be involved in the work referred to in this Statement of Work. An editor may also act in the capacity of a translator, provided that different resources are used to carry out the translation and/or editing of the same document.

12.3 Stream II – Specialized Texts of Medium to High Complexity

12.3.1 Translators

The Contractor shall provide the services of at least three (3) qualified translators, as set out in Appendix 1 to Annex – Statement of Work, for the set of four (4) specialties mentioned in clause 3.1 concerning English-to-French translation and at least one (1) translator for one or more of the four (4) specialties mentioned in clause 3.1 for French-to-English translation, in order to manage the volume and type of work specified in articles 3.0, 4.0, 6.0 and 8.0 respectively.

Refer to Appendix 1 of the Annex for the qualifications and experience required of the Contractor's translators who will be involved in the work referred to in this Statement of Work.

A translator may also act in the capacity of an editor, provided that different resources are used to carry out the translation and/or editing of the same document.

12.3.2 Editors

The Contractor shall provide the services of two (2) qualified editors, as set out in Appendix 1 to Annex – Statement of Work, including at least one (1) editor for English texts and one (1) editor for French texts. In addition, the Contractor shall provide the name of one (1) backup editor, for the set of four (4) specialties mentioned in clause 3.1 for English or French to manage the volume and type of work specified in articles 3.0, 4.0, 6.0 and 8.0 respectively, and to ensure the quality control of translated texts. Quality control includes an in-depth comparison of the translation with the original text and correction of both the form and the substance of the translation.

Quality assurance is required for all work before it is delivered to the Project Authority.

Refer to Appendix 1 of the Annex for the skills and experience required of the Contractor's editors who will be involved in the work referred to in this Statement of Work. An editor may also act in the capacity of a translator, provided that different resources are used to carry out the translation and/or editing of the same document.

13.0 SENDING AND RETURNING TEXTS

- 13.1** The Program Project Authority sends the text(s) to be translated and any reference documents by email or by courier, at his or her discretion, depending on the size of the documents, accompanied by a translation/editing request.



- 13.2 The translation/editing request contains all the relevant details for processing the service request. It also states the address to which the text is to be returned, the date and time of delivery, as well as the delivery method.
- 13.3 No deadline shall be extended without the written approval of the Program Project Authority.
- 13.4 If the documents are to be delivered electronically, the Contractor shall ensure that the translated texts are delivered virus-free.
- 13.5 The Contractor shall acknowledge receipt of any work sent on working days only, between 8:00 a.m. and 4:45 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, by email to FAHP-Translation.Traduction-ASAV@inspection.gc.ca, within 15 minutes of receiving the work. For any translation/editing request received by the Contractor after 4:45 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, the Contractor shall acknowledge receipt by 8:15 a.m. the following working day.
- 13.6 The Contractor shall ensure that there is a person available at its office each working day of the year to acknowledge receipt of the work.
- 13.7 The Contractor shall receive and transmit, at its expense, texts sent by courier.
- 13.8 The Program Project Authority may require that the Contractor pick up and deliver the work at the address shown in article 14.0, ADDRESS FOR TEXT PICKUP AND DELIVERY (either in person or by courier, at the Contractor's expense).

14.0 ADDRESS FOR TEXT PICKUP AND DELIVERY

- 14.1 The texts shall be sent by email to and received at FAHP-Translation.Traduction-ASAV@inspection.gc.ca or sent by courier to the Program Project Authority named on the translation/editing request (the complete address will be shown when the Contract is awarded), Ottawa, Ontario K1A 0Y9, at the Contractor's expense.



SECTION 4
FINANCIAL PROPOSAL

1.0 TERMS OF PAYMENT

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

The budget for this contract is not to exceed \$900,000 including all option periods, HST extra.

The total estimated amount of GST and HST is to be shown separately. Proposals will be assessed on an FOB destination basis.

2.0 BASIS OF PAYMENT

For this RFP, the Bidder must submit firm unit pricing as well as the quantities for each item described below. The unit pricing will be exclusive of applicable taxes.

Initial contract period			
Item(s)	Regular Rate (per word) (A)	Rush Multiplier (B)	Extended Price (A + A*B)
Translation Services	\$		
Editing Services	\$		
Translation and editing	\$		
Evaluated Price 1 (EP1)			
Option Period 1			
Item(s)	Regular Rate (per word) (A)	Rush Multiplier (B)	Extended Price (A + A*B)
Translation Services	\$		
Editing Services	\$		
Translation and editing	\$		
Evaluated Price 2 (EP2)			
Option Period 2			
Item(s)	Regular Rate (per word) (A)	Rush Multiplier (B)	Extended Price (A + A*B)
Translation Services	\$		
Editing Services	\$		
Translation and editing	\$		
Evaluated Price 3 (EP3)			
Total Evaluated Price (EP1 + EP2 + EP3)			

3.0 METHOD OF PAYMENT

Progress payments to be paid on a monthly basis for actual time spent in the performance of the work set out in the SOW in Section 3.



SECTION 5
CFIA CONTRACT TERMS AND CONDITIONS
*****EXAMPLE CONTRACT ONLY*****

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

1. DEFINITIONS

- 1.1 For the sole purpose of this Service Contract the parties agree that:
“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

2. AGREEMENT

- 2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:
- 2.1.1 These Articles of Agreement;
 - 2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;
 - 2.1.3 The document attached hereto as Appendix “A” and entitled “Statement of Work”;
 - 2.1.4 The request for proposal, where applicable; and
 - 2.1.5 The Contractor’s Proposal dated <date> and attached hereto as Appendix “B”.
- 2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.
- 2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.
- 2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.

3. CFIA REPRESENTATIVES

- 3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:
Karine Chretien (613) 773-7606
or such other person as may be designated by the CFIA.
- 3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix “A” of this Service Contract (Technical or Project Authority) shall be:
<project authority> <phone #>
or such other person as may be designated by the CFIA.

4. CONTRACTOR REPRESENTATIVES

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Statement of Work> under the direction and control of <if applicable>

5. LEGAL JURISDICTION

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario, Canada



6. TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK

- 6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the 1st day of April, 2014.
- 6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the 31st day of March, 2017.

7. CONTRACT AMOUNT AND TERMS OF PAYMENT

7.1 Basis of Payment - Time and Material

Subject to the terms and conditions of this Service Contract and in consideration for the Satisfactory performance of the Work, the CFIA shall pay the Contractor a sum not in any circumstances to exceed \$<amount in numbers> plus applicable taxes. The CFIA shall pay the following unit prices not to exceed the quantities specified only for the items stated. Daily fees, if applicable, are based on 7.5 hours. For work performed for a duration of more or less than 7.5 hours a day, the time charges will be protected to cover the actual time worked. There is no allowance for overtime. Fees are inclusive of costs related to administrative and clerical support, supplies, equipment and administrative expenses necessary to accomplish the work.

Travel and other expenses if applicable shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as the accuracy of such claim.

7.2 Method of Payment

Payment by CFIA shall be made as follows: Invoicing to be paid on monthly basis for actual time spent in the performance of the Work set out in Appendix "A".

7.3 Invoicing Instructions

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA

<Address>

Attention of: <project authority>

7.4 Income Tax Act

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip. Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

- 7.4.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal
- 7.4.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company ;
- 7.4.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;
- 7.4.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

7.5 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.



7.6 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

7.7 Financial Administration Act

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

7.8 GST/HST

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the Province in which the taxable goods and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

7.9 CFIA's Liability

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

7.10 Price Certification

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.

7.10.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.

7.10.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.

8. OWNERSHIP OF COPYRIGHT AND INVENTIONS

8.1 All intellectual property, intellectual property rights or other similar property or property rights, in whatever format produced by the Contractor or Contractor representatives in the performance of the Work, hereinafter "Intellectual Property", shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA. For greater clarity, all prototypes, including but not limited to those subject to intellectual property protection, and inventions produced, developed or first reduced to practice by the Contractor or Contractor representatives in the performance of the Work shall vest in and remain the property of Her Majesty the Queen in Right of Canada, as represented by the CFIA.

8.1.1 The Contractor shall notify the CFIA in writing of any intellectual property, shall provide full details of the intellectual property and shall account fully to the CFIA in respect of the intellectual property. The Contractor or the Contractor representatives shall have no right or rights in the Intellectual Property except as expressly provided for in this Service Contract. Neither the Contractor nor the Contractor representatives shall divulge or such Intellectual Property other than as required in the performance of the Work under this Service Contract.

8.1.2 The Contractor shall assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and this Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to the Contractor.

8.1.3 The Contractor shall ensure that the Contractor representatives assign, waive, license and fully transfer all Intellectual Property arising from, associated with and related to the Work and the Service Contract in favour of the CFIA with no consideration being paid therefore by the CFIA to Contractor or to the Contractor representatives.



8.2 All Intellectual Property subject to copyright shall bear the following copyright notice once their use is approved by the CFIA:

© 2014 Her Majesty in Right of Canada (Canadian Food Inspection Agency).

All rights reserved. Use without permission is prohibited.

9. DISPUTE RESOLUTION

- (a) The parties shall first attempt to resolve disputes arising in connection with this Service Contract through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of thirty (30) working days unless resolved earlier. The parties may agree to an extension of the (30) working day period upon agreement in writing by each party.
- (b) All disputes, questions or differences arising in connection with this Service Contract which cannot be resolved by the parties as set out in section 9(a) shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least twenty (20) days unless resolved earlier. The parties may agree to an extension of this twenty (20) day period upon agreement in writing by each party.
- (c) All disputes, questions or differences arising in connection with this Service Contract, which the parties cannot resolve themselves through direct negotiations or the Appropriate Dispute Resolution efforts discussed in paragraph 9(b), shall be finally settled by binding arbitration.
- (d) The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
- (e) The arbitration shall be in accordance with the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55 and shall take place in Ottawa, Ontario.
- (f) The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary, shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (g) This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this Article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

10. HEALTH AND SAFETY

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.

11. SECURITY

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

Reliability: X	Confidential:	Secret:	Top Secret:	Other:
File number, name and date of birth:				

